



St. Lucie County Reservation Request/Facility Use Permit

Applicant is For Profit Non-profit Individual

FACILITY INFORMATION

Facility Requested: _____ Date(s) Requested: _____

Field(s): _____ No. of Attendees: _____ Times: _____ AM/PM till _____ AM/PM

Sport/Activity: _____ Type of Event: _____ Field Layout: _____

Alcohol Sold or Served: Yes___ No___ (See Para. 7, 8, & 15) **(ALCOHOL REQUIRES DIRECTOR APPROVAL)**

Concessions Requested: Yes___ No___ (See Para. 7 & 9) Service, equipment or material requests (additional charges will apply)

ORGANIZATION/APPLICANT INFORMATION:

Applicant: _____ Organization Name: _____

Business/Home Address: _____ City: _____ State: _____ Zip: _____

Email Address: _____ Phone: _____ Cell: _____

Terms & Conditions of Use

1. User shall use the Premises indicated above only for the use stated and shall not use or permit the Premises to be used for any other purpose. User shall obtain any and all permits and licenses, comply with any and all requirements and pay any and all taxes, fees and charges prescribed by federal, state and local laws, ordinances, rules and regulations.
2. User shall not do or permit anything on or about the Premises which will in any way damage the Premises, obstruct or interfere with the rights of other users of County's facilities, or injure or annoy them.
3. Lessee shall not admit to Premises a larger number of persons than indicated above or additional charges may apply. In no case, shall the number of persons exceed the capacity of the leased portion of the facility.
4. **Payment in full and all required documents are due by the following (check one):**
 - SPORTS FIELD** reservations due 48 hours prior to request date and must be paid in full.
 - PARK PAVILION** reservations due 7 days prior to request date and must be paid in full, more than 40 people requires insurance.
 - SPECIAL EVENTS/OPEN SPACE** reservations and all other documents are due 30 days prior to request date.
 - The rental period shall begin and end on the day and time stated.
 - Any payment made less than 30 days prior to the Special Event date must be made by cash, cashier's check, money order or certified check. The event shall be cancelled if payment in full is not made within 10 business days of the event date. **If the check is returned to the County as not payable by the bank, an additional charge shall be due from the Lessee and the Event will not be considered reserved until full payment is received in the form of cash, cashier's check, money order, certified check or credit card.**
 - If User desires to cancel Special Event with a written notice 60 days prior to the event date given, the County shall refund the full amount. If cancellation is less than 60 days but more than 30 days, there shall be a 50% refund of the rent. If cancellation is within 30 days or less of the Event date or no written cancellation notice is provided, there shall be no refund.
5. In the event that your reservation is cancelled for whatever reason, or postponed due to inclement weather, any refund will first be reduced by the cost of staff, supplies and other expenses incurred prior to the cancellation. Rescheduling of the event is at the sole discretion of the County.
6. User agrees that any change, alteration or addition to the Premises must be approved in writing by the Coordinator. In the event of any such approved change, the entire cost of such change and removal or replacement shall be borne by the User.
7. The County reserves for itself or its agents, contractors, or concessionaires the right to the sales and serving of all foods, non-alcoholic and alcoholic beverages for consumption on or off the premises.
8. The County shall determine the level of security protection needed. User shall procure and maintain, at its own expense, such security during the Special Event. User shall provide the County at least 10 days before the Event, with proof, in a method acceptable to the County, of having retained the level of security determined needed by the County. At least one St. Lucie County Sheriff's officer is required to be present at the Event when more than 40 people are in attendance and alcohol is served. Please contact the Sheriff's office at (772) 462-7300.
9. County and/or its designated agents shall have the right to enter and inspect the Premises at any time. County further reserves the right to itself and its designees to enter the Premises at any time to perform services required of or permitted to County, such as concessionaire, janitorial and repair or replacement services.
10. During the term, User shall maintain the Premises in good order, condition and repair and shall leave the Premises in good order, condition and repair and shall remove all personal property, fixtures and decorations from the Premises and immediately repair any damage caused by the use. Any property left on the Premises shall become the possession of the County.
11. The User shall be responsible for any and all damage to the Premises and to County's property therein caused, directly or indirectly, by User, User's agents, employees, volunteers, exhibitors, independent contractors, patrons, guests or invitees, whether accidental or otherwise. If County is required to make repairs or incur clean-up costs, County may deduct from the security deposit such costs as are necessary to cover the costs of the repair or clean-up. If the deposit was not charged or is insufficient to cover such costs, User shall be required to pay the amount due within 10 days of the Event Date.
12. County shall not be liable for any damage to the property of User, or to any person bringing property into User's Event. County shall not be responsible for the theft, loss, or damage to User's property or property belonging to anyone with whom User may have contractual relations as to the use or partial use of the Premises, or property belonging to any employee, agent, guest, patron or invitee of User.
13. User will indemnify, defend and hold County, St. Lucie County Board of County Commissioners, its officers, directors and employees, harmless from any and all liability, loss, damage, costs, expenses, including, without limitation, attorneys' fees, on account of injury or damage to persons, firms or corporations or to property directly or indirectly arising out of or relating to this Agreement, the performance or breach thereof, or the use or occupancy of the Premises, the parking area or other areas of the facilities by User or User's agents, servants, employees, exhibitors, independent contractors, patrons, guests or invitees; and in the event that suit shall be brought against County, either independently or jointly with User on account thereof,

- User will defend any such suit or suits at the sole cost of User; and in the event of final judgment being obtained against County, either independently or jointly with User, then User will pay such judgment immediately, with all interest and costs thereon, and shall hold County harmless there from.
14. General Liability insurance in the amount of \$1 Million per occurrence/\$2 million in the aggregate is required of any Church, Civic Group, Company, Organization, or, any group larger than 40 people. An insurance certificate in the name of the User must be produced showing St. Lucie County Board of County Commissioners as an additional insured.
 15. Consumption of alcoholic beverages requires additional insurance. If selling alcohol, all applicable State permits, alcohol beverage permit and licenses must be obtained and submitted.
 16. In the case that a state of emergency may be declared, or the Premises or any part thereof shall be destroyed or damaged by hurricane, fire, water, or any other cause, or if any other casualty or unforeseen occurrence, the County may determine that fulfillment of this Agreement by the County is not possible. If any of these shall occur, this Agreement shall terminate and the User shall pay rental for said premises only up to the time of such termination at the rate specified. The User hereby waives any claim for damages or compensation should this Agreement be so terminated.
 17. User shall be solely responsible for all licenses, fees, charges or other requirements to present or allow the presentation of any composition, work or material during the Event or in advertising which is covered by copyright, trademark, patent or other intellectual property right.
 18. The County reserves the right to freely assign this Rental/Lease Agreement. The User, however, shall not assign this Agreement to any other persons or firm without first obtaining the County's written approval.
 19. No lewd, indecent, immoral, obscene or illegal acts, conduct, language, pictures or portrayals shall constitute or be included in the activities or Event presented by User on the Premises and User agrees to abide and to be bound by the sole decision of Coordinator as to the propriety and prohibition of the same from the Premises should any questions of propriety arise under this paragraph.
 20. User shall be responsible for the procurement and payment of all promotion and advertisement pertaining to the Event; provided, however, that all of User's advertising will be factual and truthful and will include, without limitation, accurate information.
 21. User shall not advertise directly or indirectly that the County is the promoter or co-promoter of the Event nor is in any way responsible for the Presentation of the Event other than in providing the Premises unless authorized in writing by the County.
 22. Should any visible danger be observed by the User or brought to his/her attention, User shall not use the facility and shall report the visible danger to the Coordinator or other County staff as soon as possible. User agrees not to enter the fields if they have water on them, or if they are muddy.

Possession of permit is required while using facilities or outdoor areas. Failure to supply permit when requested by County Staff or Law Enforcement may result in removal from area.

Public Record

The User shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract.

Specifically, the Contractor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

FACILITY AND EQUIPMENT FEE

- | | |
|---|---------------------|
| 1. Facility Use Fee (including time for set up/tear down) | \$ _____ |
| 2. Equipment (Specify) _____ | \$ _____ |
| | \$ _____ Tax (6.5%) |
| | \$ _____ Subtotal |

STAFF/PERSONNEL

- | | |
|---------------------------------------|----------|
| 1. Event Specialist - \$25 per hour | \$ _____ |
| 2. Maintenance - \$20 per hour | \$ _____ |
| 3. Houseman/Custodian - \$18 per hour | \$ _____ |

OTHER CHARGES

- | | |
|----------------------------------|---------------------|
| 1. Security Deposit | \$ _____ Refundable |
| 2. Other Charges (Specify) _____ | \$ _____ |
| 3. Cleaning Fee | \$ _____ |

TOTAL DUE AND PAYABLE \$ _____ **TOTAL**

I have read and fully understand all rules and regulations as stated in this Facility Use Permit. I am duly authorized on behalf of the User to execute this Agreement.

APPLICANT SIGNATURE _____ **DATE** _____

COORDINATOR SIGNATURE _____ **DATE** _____

DIRECTOR SIGNATURE _____ **DATE** _____

ATTACH TAX EXEMPT CERTIFICATE (IF APPLICABLE)